

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____ Chapter **11**

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name iQor Holdings US LLC

2. All other names debtor used in the last 8 years iQor Holdings US Inc.

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 36-4663504

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
<u>200 Central Avenue, 7th Floor</u>	Number _____ Street _____
Number _____ Street _____	P.O. Box _____

St. Petersburg **FL** **33701**
City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Pinellas County
County

Number _____ Street _____

City State Zip Code

5. Debtor's website (URL) www.iQor.com

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: _____

Debtor iQor Holdings US LLC
Name

Case number (if known) _____

7. Describe debtor's business

A. *Check One:*

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. *Check all that apply:*

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5511 - Management of Companies and Enterprises

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- Chapter 7
- Chapter 9
- Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No District _____ When _____ Case number _____
- Yes. District _____ When _____ Case number _____

Debtor iQor Holdings US LLC Case number (if known) _____
 Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
 District Southern District of Texas When 09/10/2020
 List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No. Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard?
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other
Where is the property? _____
 Number Street

 City State Zip Code
Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
 1-49 1,000-5,000 25,001-50,000
 50-99 5,001-10,000 50,001-100,000
 100-199 10,001-25,000 More than 100,000
 200-999

Debtor iQor Holdings US LLC Case number (if known) _____
 Name

- 15. Estimated assets (on a consolidated basis)**
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |
-
- 16. Estimated liabilities (on a consolidated basis)**
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 09/10/2020
 MM/ DD / YYYY

x /s/ David A. Kaminsky David A. Kaminsky
 Signature of authorized representative of debtor Printed name

Title Officer

18. Signature of attorney **x** /s/ Matthew D. Cavanaugh Date 09/10/2020
 Signature of attorney for debtor MM/ DD/YYYY

Matthew D. Cavanaugh
 Printed name

Jackson Walker L.L.P.
 Firm name

1401 McKinney Street, Suite 1900
 Number Street

Houston Texas 77010
 City State ZIP Code

(713) 752-4200 mcavanaugh@jw.com
 Contact phone Email address

24062656 Texas
 Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the :	
Southern District of Texas	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of iQor Holdings Inc.

iQor Holdings Inc.
Allied Interstate LLC
Collectech Systems LLC
Cyber City Teleservices Marketing, Inc.
First Contact LLC
Interactive Response Technologies, LLC
iQor Global Services, LLC
iQor Holdings US LLC
iQor I LLC
iQor MPC LLC
iQor of Texas, LP
iQor Seller Services LLC
iQor Technologies Inc.
iQor Texas Holdings, LLC
iQor US Inc.
Receivable Management Services - Recovery Division, LLC
Receivable Management Services International, LLC
RMS Canada Holding Corp.
TechFive, LLC
Telmar Allied, LLC
Telmar Holdings I, Inc.
THC Holdings, Inc.
The Receivable Management Services LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 11
)	
IQOR HOLDINGS US LLC)	Case No. 20-_____ (___)
)	
Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holder	Address of Equity Holder	Percentage of Equity Held
iQor Holdings US LLC	iQor US Inc.	200 Central Avenue, 7th Floor St. Petersburg, FL 33701	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 11
)	
IQOR HOLDINGS US LLC)	Case No. 20-_____ (___)
)	
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
iQor US Inc.	100%

Fill in this information to identify the case:Debtor name iQor Holdings Inc., et al.United States Bankruptcy Court for the: Southern District of Texas
Case number (if known): _____ (State) Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1 IVY TECHNOLOGY GLOBAL SERVICES, LLC	Ivy Technology Master Holdings, LLC c/o Staple Street Capital 1290 Avenue of the Americas, 10th Floor New York, New York 10104 Attn: Hootan Yaghoobzadeh hootan@staplestreetcapital.com	Indemnification	Contingent Unliquidated Disputed			\$7,124,682
2 CALIFORNIA DISTRICT ATTORNEYS	Hoon Chun, 211 W. Temple Street, 10th Floor, Los Angeles, CA 90012 hchun@da.lacounty.gov	Litigation				\$4,028,364
3 DELOITTE CONSULTING LLP	2200 Ross Ave, Ste 1600 Dallas, TX 75201 deloittepayments@deloitte.com ; Kritee.Sachdeva@iqor.com	Professional Services	Disputed			\$1,053,141
4 AT&T	225 W Randolph St Chicago, IL 60606 CSSControl@rdsmail.ims.att.com	Trade				\$964,415
5 NICE SYSTEMS INC	P.O. Box 7247-7301 Philadelphia, PA 19170-7301 Customer.orders@nice.com ; navit.bitton@nice.com	Trade				\$907,200

Debtor iQor Holdings Inc., et al.
Name

Case Number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
6 ORACLE AMERICA INC	500 Oracle Pkwy Rewood Shores, CA 94065 maribel.hernandez@oracle.com	Trade				\$901,351
7 REDACTED		Deferred Compensation				\$794,924
8 EPE USA	17654 Newhope St, Ste A Fountain Valley, CA 92708 jlopez@epeusa.com ; cortiz@epeusa.com	Trade				\$728,636
9 BENNETT PACKAGING OF KANSAS CITY INC	P.O. Box 411145 Kansas City, MO 64141-1145 ar@bpkc.com	Trade				\$672,716
10 CDW DIRECT LLC	P.O. Box 75723 Chicago, IL 60675-5723 briawin@cdw.com	Trade				\$582,070
11 LIVEVOX INC	P.O. Box 775337 Chicago, IL 60677-5337 madler@livevox.com	Trade				\$580,200
12 MICROSOFT LICENSING GP	1950 N Stemmons Fwy, Ste 5010 Dallas, TX 75207 janet.cooper@microsoft.com	Trade				\$531,683
13 CABLE TECHNOLOGIES INTERNATIONAL, INC.	720 Johnsville Blvd., Suite 925 Warminster, PA, 18974 pcardelljr@cabletechnologies.com ; abirch@cabletechnologies.com	Trade				\$508,550
14 REDACTED		Deferred Compensation				\$460,397
15 BAIN AND COMPANY INC	131 Dartmouth St Boston, MA 02116 Borjana.Pesikan@bain.com	Professional Services	Disputed			\$459,000

Debtor iQor Holdings Inc., et al.
Name

Case Number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	AMAZON WEB SRVCS INC 410 Terry Ave N Seattle, WA 98109 aws-receivables-support@email.amazon.com	Trade				\$359,739
17	EAGLE BUSINESS SOLUTIONS, LLC 111 2nd Ave Ne, Ste 1006 St Petersburg, FL 33701 accounting@eagledatagistics.com ; baffonso@eagledatagistics.com	Trade				\$312,500
18	SUCCESSFACTORS 1 Tower Pl, Ste 1100 South San Francisco, CA 94080 successfactors@acctrec.com	Trade				\$302,885
19	MERIDIAN IT INC P.O. Box 33950 Chicago, IL 60694-3950 bweigel@meridianleasing.net ; mike.stisser@meridianitinc.com	Trade				\$256,183
20	REDACTED	Deferred Compensation				\$240,435
21	COMMUNICATION TEST DESIGN INC 1373 Enterprise Drive West Chester, PA 19380 Shartshone@ctdi.com sdenno@ctdi.com	Trade				\$240,388
22	PrideStaff, Inc. P.O. Box 205287 Dallas, TX 75320-5287 ibergstrom@pridestaff.com	Trade				\$209,347
23	Computer Design and Integration 696 Rt 46 West Teterboro, NJ 07608 Rich.Falcone@CDILLC.com ; Brad.Curtis@CDILLC.com ; Tim.Watrous@CDILLC.com	Trade				\$161,797
24	REDACTED	Deferred Compensation				\$151,136

Debtor iQor Holdings Inc., et al.
Name

Case Number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
25 Qwest Communications Company LLC	1801 California St 1220 Denver, CO 80202-2658 cashops@centurylink.com ; Jerrilynn.Ward@qwest.com	Trade				\$150,068
26 REDACTED		Deferred Compensation				\$147,350
27 Zhuhai Senyang Packing Technology Co.,Ltd	2nd Baiteng Rd, Doumen District, Zhuhai, 190 519000 China Jessie.huang@senyangpacking.com ; kevin.du@senyangpacking.com					\$138,607
28 REDACTED		Deferred Compensation				\$134,773
29 Indeed Inc	Mail Code 5160 P.O. Box 660367 Dallas, TX 75266-0367 Billing@indeed.com ; Tomas@indeed.com	Trade				\$130,055
30 REDACTED		Deferred Compensation				\$127,952

Fill in this information to identify the case and this filing:	
Debtor Name	iQor Holdings US LLC
United States Bankruptcy Court for the:	Southern District of Texas
	(State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule*
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders, Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

09/10/2020

MM/ DD/YYYY



/s/ David A. Kaminsky

Signature of individual signing on behalf of debtor

David A. Kaminsky

Printed name

Officer

Position or relationship to debtor

OMNIBUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS, GENERAL PARTNER, MANAGING MEMBER, MANAGER OR SOLE MEMBER

Dated as of September 9, 2020

After due deliberation, the undersigned, being all of the members of the board of directors, general partner, managing member, manager or the sole member, as applicable (each, a “Governing Body”), of each of the companies listed on Schedules 1 through 12 attached hereto (each, a “Company” and collectively, the “Companies”), hereby take the following actions and adopt the following resolutions (the “Resolutions”) by written consent as of the date first written above, pursuant to the bylaws, limited partnership agreements or the limited liability company agreements of each Company as applicable, and the applicable laws of the jurisdiction in which such Company is organized:

RESOLUTIONS

Appointment of Officers

WHEREAS, each Governing Body deems it advisable and in the best interest of each respective Company that the following individuals be, and hereby are, elected as officers of each Company to serve in their capacity as such, until their successors are duly elected and qualified or until their earlier resignation or removal:

Gary Praznik

David Kaminsky

Runa Rosenfield

NOW, THEREFORE, BE IT,

RESOLVED, that Gary Praznik, David Kaminsky, and Runa Rosenfield be, and here by are, elected as officers of each Company to serve in their capacity as such, respectively, until their successors are duly elected and qualified or until their earlier resignation or removal; and

RESOLVED, that the Chief Executive Officer, the Chief Investment Officer, the Chief Operating Officer, the General Counsel, President, any Vice President, or any other duly appointed officer of each respective Company be, and hereby is, authorized and empowered to take all such further action, to execute and deliver the agreements, instruments and documents authorized in the

foregoing Resolution and all such further agreements, instruments and documents relating thereto in the name and on behalf of each respective Company, and under their company seal or corporate seal or otherwise, and to pay all such fees and expenses, which shall in their judgment be necessary, proper or advisable.

Chapter 11 Filing

WHEREAS, each Governing Body has considered presentations by the financial and legal advisors of the Companies regarding the liabilities and liquidity situation of each Company, the strategic alternatives available to it, and the effect of the foregoing on each Company's business; and

WHEREAS, each Governing Body has had the opportunity to consult with the financial and legal advisors of the Companies and fully consider each of the strategic alternatives available to each respective Company.

NOW, THEREFORE, BE IT,

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each respective Company (including a consideration of its creditors and other parties in interest) that each respective Company identified as a Debtor on Annex A attached hereto (collectively, the "Debtors") shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (the "Chapter 11 Case") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States; and

RESOLVED, that the Chief Executive Officer, the Chief Investment Officer, the Chief Operating Officer, President, any Vice President, or any other duly appointed officer of each respective Company (each, an "Authorized Signatory" and collectively, the "Authorized Signatories"), acting alone or with one or more other Authorized Signatories be, and hereby are, with power of delegation, authorized, empowered and directed to execute and file on behalf of each respective Company all petitions, schedules, lists and other motions, papers, or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of each respective Company's business.

Retention of Professionals

WHEREAS, each Governing Body has considered presentations by the financial and legal advisors of the Companies regarding the retention of such financial and legal advisors by each respective Debtor.

NOW, THEREFORE, BE IT,

RESOLVED, that each Authorized Signatory be, and hereby is, authorized and directed to employ the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP (together, "Kirkland") as general bankruptcy counsel to represent and assist each Debtor in carrying out its

duties under the Bankruptcy Code, and to take any and all actions to advance each Debtor's rights and obligations, including filing any motions, objections, replies, applications or pleadings; and in connection therewith, each Authorized Signatory, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Kirkland.

RESOLVED, that each Authorized Signatory be, and hereby is, authorized and directed to employ the law firm of Jackson Walker L.L.P. ("Jackson Walker") as local bankruptcy counsel to represent and assist each Debtor in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Debtor's rights and obligations, including filing any motions, objections, replies, applications or pleadings; and in connection therewith, each Authorized Signatory, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Jackson Walker.

RESOLVED, that each Authorized Signatory be, and hereby is, authorized and directed to employ the firm Evercore Group L.L.C. ("Evercore") as financial advisor and investment banker to assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations; and in connection therewith, each Authorized Signatory, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Evercore.

RESOLVED, that each Authorized Signatory be, and hereby is, authorized and directed to employ the firm FTI Consulting Inc. ("FTI Consulting"), as restructuring advisor, to assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each of each Debtor's rights and obligations; and in connection therewith, each Authorized Signatory, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of FTI Consulting.

RESOLVED, that each Authorized Signatory be, and hereby is, authorized and directed to employ the firm of Omni Agent Solutions ("Omni Consulting") as notice and claims agent to assist each Debtor in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Debtor's rights and obligations; and in connection therewith, each Authorized Signatory, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Omni Consulting.

RESOLVED, that each Authorized Signatory be, and hereby is, authorized and directed to employ any other professionals to assist each respective Debtor in carrying out its duties under the Bankruptcy Code; and in connection therewith, each Authorized Signatory, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary.

RESOLVED, that each Authorized Signatory be, and hereby is, with power of delegation, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that such Authorized Signatory deems necessary, proper, or desirable in connection with each respective Debtor's Chapter 11 Case, with a view to the successful prosecution of such case.

Cash Collateral, Debtor in Possession Financing, and Adequate Protection

WHEREAS, reference is made to that certain Super-Priority Term Loan Credit Agreement, dated as of May 29, 2020, by and among iQor US Inc., a Delaware corporation (the "Borrower"), iQor Holdings Inc. ("Holdings"), the guarantors named therein, the several lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as successor administrative and collateral agent to Credit Suisse AG, Cayman Islands Branch (the "Priority Term Loan Credit Agreement");

WHEREAS, reference is made to that certain First Lien Credit Agreement, dated as of April 1, 2014, by and among Borrower, Holdings, the guarantors named therein, the several lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as successor administrative and collateral agent to Credit Suisse AG, Cayman Islands Branch (the "First Lien Term Loan Credit Agreement");

WHEREAS, reference is made to that certain Second Lien Credit Agreement, dated as of April 1, 2014, by and among Borrower, Holdings, the guarantors named therein, the several lenders from time to time party thereto, and Alter Domus (US) LLC, as successor administrative and collateral agent to Credit Suisse AG, Cayman Islands Branch (the "Second Lien Term Loan Credit Agreement"); and

WHEREAS, reference is made to that certain (i) Senior Secured Super-Priority Debtor-In-Possession Term Loan Credit Agreement dated as of, or about, the date hereof (together with all exhibits, schedules, and annexes thereto, as amended, amended and restated, supplemented or otherwise modified from time to time, the "DIP Term Loan Credit Agreement") by and among the Borrower, Holdings, the several lenders party thereto from time to time and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the "DIP Term Agent") and (ii) Superpriority, Priming, and Secured Debtor-In-Possession ABL Credit Agreement dated as of, or about, the date hereof (together with all exhibits, schedules, and annexes thereto, as amended, amended and restated, supplemented or otherwise modified from time to time, the "DIP ABL Credit Agreement" and together with the DIP Term Loan Credit Agreement, the "DIP Credit Agreements") by and among Holdings, the Borrower, the lenders identified on the signature pages thereto and Wells Fargo Bank, National Association, as agent (in such capacity, the "DIP ABL Agent"; together with the DIP Term Agent, the "DIP Agents").

NOW, THEREFORE, BE IT,

RESOLVED, that each Company identified as a Debtor on Annex A attached hereto shall be party to the DIP Credit Agreements (collectively, the "DIP Loan Parties") and will obtain

benefits from (a) the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Prepetition Secured Lenders”) under the Priority Term Loan Credit Agreement, the First Lien Term Loan Credit Agreement, and the Second Lien Term Loan Credit Agreement, and (b) the incurrence of debtor in possession financing obligations pursuant to the DIP Credit Agreements (the “DIP Financing”).

RESOLVED, that in order to use and obtain the benefits of (a) the DIP Financing and (b) the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each DIP Loan Party will provide certain liens, claims, and adequate protection to the Prepetition Secured Lenders and the lenders that are party to each of the DIP Credit Agreements (the “DIP Obligations”) as documented in a proposed order in interim and final form (the “DIP Order”) and submitted for approval to the Bankruptcy Court.

RESOLVED, that the form, terms, and provisions of the DIP Order to which each Company is or will be subject, and the actions and transactions contemplated thereby be, and hereby are authorized, adopted, and approved, and each Authorized Signatory be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the DIP Order, the DIP Credit Agreements, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which each Company is or will be a party, including, but not limited to, any security and pledge agreement or guaranty agreement, incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof submitted to the Companies, with such changes, additions, and modifications thereto as the Authorized Signatory of each Company executing the same shall approve, such approval to be conclusively evidenced by such Authorized Signatory’s execution and delivery thereof.

RESOLVED, that (i) the form, terms, and provisions of the DIP Credit Agreements and all other DIP Documents (as defined below) to which each Company is a party, including the DIP Intercreditor Agreement (as defined in each of the DIP Credit Agreements), (ii) the grant of security interests in, pledges of, and liens on all or substantially all of the assets now or hereafter owned by each DIP Loan Party as collateral (including pledges of equity and personal property as collateral) under the DIP Documents, (iii) the grant of security interests in, pledges of, and liens by each Company under the DIP Documents on assets that were previously pledged to support the DIP Credit Agreements and (iv) the borrowing of loans to be made under the DIP Documents and the guaranty of obligations by each DIP Loan Party under the DIP Documents, from which each DIP Loan Party will derive value, in each case, be and hereby are, authorized, adopted, and approved, and any Authorized Signatory or other officer of each respective Company is hereby authorized, empowered, and directed, in the name of and on behalf of each respective Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Credit Agreements substantially in the form provided to each Governing Body, the Loan Documents (as defined in each of the DIP Credit Agreements), Bank Product Agreements (as defined in the DIP ABL Credit Agreement), and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which each respective Company is or will be a party or any order entered into in connection with the Chapter 11 Case (collectively with the DIP Order

and the DIP Credit Agreements, the “DIP Documents”), incur and pay or cause to be paid all related fees and expenses, with such changes, additions, and modifications thereto as an Authorized Signatory executing the same shall approve, such approval to be conclusively evidenced by such Authorized Signatory’s execution and delivery thereof.

RESOLVED, that each DIP Loan Party, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized to incur the DIP Obligations and the obligations of each DIP Loan Party related to the DIP Financing and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the “DIP Transactions”), including granting liens on its assets to secure such obligations.

RESOLVED, that each Authorized Signatory be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each respective Company, as debtors and debtors in possession in the case of the DIP Loan Parties, to take such actions as in their discretion is determined to be necessary, desirable, or appropriate and execute the DIP Transactions, including delivery of: (a) the DIP Documents; (b) such other instruments, certificates, notices, assignments, premium letters, fee letters and other documents as may be reasonably requested by any DIP Agent or the Required Lenders (as defined in each DIP Credit Agreement); and (c) such forms of deposit account control agreements, officer’s certificates, and compliance certificates as may be required by the DIP Documents.

RESOLVED, that each Authorized Signatory be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each respective Company to file or to authorize the DIP Agents or any other designee to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of each respective Company that any DIP Agent or the Required Lenders (as defined in each DIP Credit Agreement) deem necessary or appropriate to perfect any lien or security interest granted under the DIP Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of each respective Company and such other filings in respect of intellectual and other property of each respective Company, in each case as any DIP Agent or the Required Lenders (as defined in each DIP Credit Agreement) may reasonably request to perfect the security interests of such DIP Agent and of the lenders and secured parties under each DIP Credit Agreement under the DIP Order or any of the other DIP Documents.

RESOLVED, that each Authorized Signatory be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each respective Company to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the DIP Transactions and all fees and expenses incurred by or on behalf of each respective Company in connection with the foregoing Resolutions, in accordance with the terms of the DIP Documents, which shall in their sole judgment be necessary, desirable, proper, or advisable to perform any of each respective Company’s obligations under or in connection with the DIP Order or any of the other DIP Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing Resolutions.

General

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each Authorized Signatory (and such Authorized Signatory's designees and delegates) be, and hereby is, individually authorized and empowered, in the name of and on behalf of each respective Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's judgment, shall be necessary, advisable, convenient or desirable in order to fully carry out the intent and accomplish the purposes of the Resolutions adopted herein.

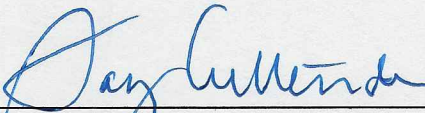
RESOLVED, that each Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing Resolutions, as may be required by the organizational documents of each respective Company, or hereby waives any right to have received such notice.

RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing Resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing Resolutions except that such acts were taken before the adoption of these Resolutions, are hereby in all respects approved and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by the Resolutions of each respective Governing Body.

* * *

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Board of Directors of the Company listed on
Schedule 1



Gary Crittenden

Gary Praznik

Gregory Benson

Neil White

Thomas Kucera

Vladimir Krin

Jordan Lee

Jill Frizzley

Ivona Smith

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Board of Directors of the Company listed on
Schedule 1

Gary Crittenden



Gary Praznik

Gregory Benson

Neil White

Thomas Kucera

Vladimir Krin

Jordan Lee

Jill Frizzley

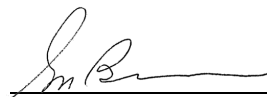
Ivona Smith

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Gary Crittenden

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Neil White

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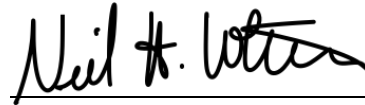
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Board of Directors of the Company listed on
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Gary Praznik

Gregory Benson



Neil White

Thomas Kucera

Vladimir Krin

Jordan Lee

Jill Frizzley

Ivona Smith

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Gary Praznik

Gregory Benson

Neil White



Thomas Kucera



Vladimir Krin

Jordan Lee

Jill Frizzley

Ivona Smith

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Board of Directors of the Company listed on
Schedule 1

Gary Crittenden

Gary Praznik

Gregory Benson

Neil White

Thomas Kucera

Vladimir Krin

Handwritten signatures of Vladimir Krin and Jordan Lee. The signature of Vladimir Krin is on the left, and the signature of Jordan Lee is on the right. Both signatures are written in black ink and are positioned above a horizontal line.

Jordan Lee

Jill Frizzley

Ivona Smith

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Board of Directors of the Company listed on
Schedule 1

Gary Crittenden

Gary Praznik

Gregory Benson

Neil White

Thomas Kucera

Vladimir Krin

Jordan Lee

Jill Fizzley

Ivona Smith

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Board of Directors of the Company listed on
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Gary Crittenden

Gary Praznik

Gregory Benson


Neil White

Thomas Kucera

Vladimir Krin

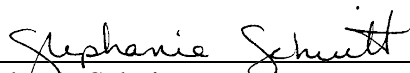
Jordan Lee

Jill Frizzley


Ivona Smith

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Board of Directors of the Companies listed on
Schedule 3




Stephanie Schuitt

Jeffrey Swedberg

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Board of Directors of the Companies listed on
Schedule 3

Stephanie Schuitt



Jeffrey Swedberg

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

IQOR US INC., being the Sole Member of each
Company listed on Schedule 4

By: Stephanie Schuitt
Name: Stephanie Schuitt
Title: President and Secretary

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

IQOR TEXAS HOLDINGS, LLC, being the
General Partner of the Company listed on
Schedule 5

By its Sole Member: IQOR US INC.

By: Stephanie Schuitt
Name: Stephanie Schuitt
Title: President and Secretary


IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

THE RECEIVABLE MANAGEMENT SERVICES
LLC, being the Sole Member of the Company listed
on Schedule 6

By: Stephanie Schmitt
Name: Stephanie Schmitt
Title: President and Secretary


IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

TELMAR HOLDINGS I, INC., being the Sole
Member of the Company listed on Schedule 7

By: 
Name: Connie Long
Title: President and Secretary

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

Board of Directors of the Company listed on
Schedule 8



Connie Long

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

RECEIVABLE MANAGEMENT SERVICES
INTERNATIONAL, LLC, being the Sole Member
of the Company listed on Schedule 9

By: Stephanie Schuitt
Name: Stephanie Schuitt
Title: President and Secretary

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

CCT GROUP LIMITED, being the Sole Member of
the Company listed on Schedule 10

By: Stephanie Schuitt
Name: Stephanie Schuitt
Title: Director

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

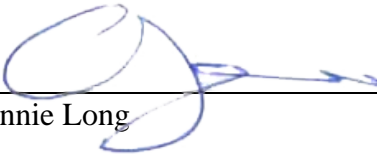
IQOR NETHERLANDS C.V., being the Sole
Member of the Company listed on Schedule 11

By its General Partner: IQOR US INC.

By: Stephanie Schmitt
Name: Stephanie Schmitt
Title: President and Secretary

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

Manager of the Company listed on Schedule 12



Connie Long

Schedule 1

Board of Directors: Gary Crittenden, Gary Praznik, Gregory Benson, Neil White, Thomas Kucera, Vladimir Krin, Jordan Lee, Jill Frizzley, Ivona Smith

Company	Jurisdiction
iQor Holdings Inc.	Delaware

Schedule 2

Manager: iQor Holdings Inc.

Company	Jurisdiction
iQor I LLC	Delaware

Schedule 3

Board of Directors: Stephanie Schuitt, Jeffrey Swedberg

Company	Jurisdiction
iQor US Inc.	Delaware
iQor Technologies Inc.	Delaware
RMS Canada Holding Corp.	Delaware
Cyber City Teleservices Marketing, Inc.	Delaware

Schedule 4

Sole Member: iQor US Inc.

Company	Jurisdiction
Allied Interstate LLC	Minnesota
Collectech Systems LLC	California
First Contact LLC	Minnesota
iQor Holdings US LLC	Delaware
iQor MPC, LLC	Florida
iQor Texas Holdings, LLC	Florida
Receivables Management Services International, LLC	Delaware
Techfive, LLC	Delaware

Schedule 5

General Partner: iQor Texas Holdings, LLC

Company	Jurisdiction
iQor of Texas, LP	Florida

Schedule 6

Sole Member: The Receivable Management Services LLC

Company	Jurisdiction
Receivable Management Services - Recovery Division LLC	Delaware

Schedule 7

Sole Member: Telmar Holdings I, Inc.

Company	Jurisdiction
Telmar Allied, LLC	Delaware

Schedule 8

Board of Directors: Connie Long

Company	Jurisdiction
Telmar Holdings I, Inc.	Delaware
THC Holdings, Inc.	Delaware

Schedule 9

Sole Member: Receivable Management Services International, LLC

Company	Jurisdiction
The Receivable Management Services, LLC	Delaware

Schedule 10

Sole Member: CCT Group Limited

Company	Jurisdiction
Interactive Response Technologies, LLC	Delaware

Schedule 11

Sole Member: iQor Netherlands C.V.

Company	Jurisdiction
iQor Seller Services LLC	Delaware

Schedule 12

Manager: Connie Long

Company	Jurisdiction
iQor Global Services, LLC	Florida
Telmar Allied, LLC	Delaware

Annex A
Debtors

1. iQor Holdings Inc.
2. iQor I LLC
3. iQor US Inc.
4. iQor Holdings US LLC
5. First Contact LLC
6. Receivable Management Services International, LLC
7. Collectech Systems LLC
8. iQor Technologies Inc.
9. Allied Interstate LLC
10. The Receivable Management Services LLC
11. Receivable Management Services - Recovery Division, LLC
12. RMS Canada Holding Corp.
13. TechFive, LLC
14. Interactive Response Technologies, LLC
15. Cyber City Teleservices Marketing, Inc.
16. THC Holdings, Inc.
17. Telmar Holdings I, Inc.
18. Telmar Allied, LLC
19. iQor Global Services, LLC
20. iQor MPC, LLC
21. iQor Texas Holdings, LLC
22. iQor of Texas, LP
23. iQor Seller Services LLC